command. If the employee acts under and within his federal authority, the state has no power to interfere. See *Ohio v. Thomas* (1899) 173 U. S. 276, 284, 19 Sup. Ct. 453, 455; see COMMENTS (1918) 28 YALE LAW JOURNAL, 61. But a state has the power to prescribe regulations for one engaged in interstate commerce. *Smith v. Alabama* (1888) 124 U. S. 465, 8 Sup. Ct. 564. As to who is an officer of the United States so as to be free from interference by the state, see Ann. Cas. 1914 B, 105, note.

CONSTITUTIONAL LAW—POLICE POWER—STATUTE IMPOSING LIABILITY UPON AUTOMOBILE OWNER FOR NEGLIGENCE OF HIS IMMEDIATE FAMILY.—The defendant's son negligently operated the defendant's automobile and injured the plaintiff. A statute provided that if the motor vehicle was being driven by an immediate member of the owner's family, it should be conclusively presumed that it was with the owner's consent and knowledge. The defendant offered evidence that his son took and was driving the automobile against his express wishes. *Held,* (by a divided court) that such evidence was inadmissible. *Hawkins v. Eomatinger* (1920, Mich.) 179 N. W. 249.

The court was divided on the question whether this statute was a reasonable exercise of the police power of the legislature. For a discussion of the owner's liability in the absence of statute, see (1920) 29 YALE LAW JOURNAL, 467; (1920) 20 COL. L. REV. 213.

CONSTITUTIONAL LAW—REPEAL OF TAX EXEMPTION NOT AN IMPAIRMENT OF OBLIGATION OF CONTRACTS.—The defendant and city of Troy, in 1852, agreed on a plan to construct a terminal, by which agreement, among other things, the city covenanted to join in an application to the legislature of New York that the defendant should be exempt from taxation upon an amount exceeding its capital stock, which was $30,000. In 1853, the desired act was passed. In 1858, a new agreement with practically the same provisions was made, to replace that of 1852. In 1909, the act of 1853 was repealed and the assessors of Troy assessed the defendant for $783,984. The defendant claimed that the act of 1909 violated the contract clause of the federal Constitution. *Held,* that the act was constitutional. *People ex rel. Troy Union Ry. v. Mealy* (1920, U. S.) 41 Sup. Ct. 17.

This decision illustrates the adverse attitude of the courts toward claims of exemptions from taxation. As to the power of a municipality to exempt property from taxation see *Tarver v. City of Dalton* (1910) 134 Ga. 462, 67 S. E. 929, 29 L. R. A. (N. S.) 183, note. For a discussion of the repeal of exemption laws and absence of consideration for same, see *Wisconsin & Michigan Ry. v. Powers* (1903) 191 U. S. 379, 385, 24 Sup. Ct. 107, 108. See also (1921) 5 IOWA L. BULL. 265.

CONTRACTS—MUTUALITY—INTERPRETATION OF "REQUIREMENT CONTRACT."—The plaintiff sued for the breach of a written contract whereby the defendant was to sell to him the entire supply of newspaper necessary for his business for one year, estimated at a certain tonnage. The plaintiff resold part of the paper at a profit instead of using it in his business. The question was whether this contract only included the amount of paper actually used in the business, or whether the plaintiff had the privilege of ordering the amount of the estimated tonnage. *Held,* (Ward, J., *dissenting*) that the defendant was under a duty to deliver only as much paper as the plaintiff used in his business. *National Publishing Co. v. International Paper Co.* (Nov. 12, 1920) U. S. C. C. A. 2d Oct. Term 1920, No. 11.

It has been held that the quantity contracted for must be reasonably certain or capable of being approximately ascertained. See (1921) 30 YALE LAW